# EXHIBIT 59

Fill in this information to identify the case:								
Debtor 1 Orl	y Genger							
Debtor 2 (Spouse, if filing)								
United States Bankruptcy Court for the: Western District of Texas								
Case number 19	9-10926-tmd							

# Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

F	Part 1: Identify the Claim	m					
1.	Who is the current creditor?	Sagi Genger Name of the current credit Other names the creditor					
2.	Has this claim been acquired from someone else?	No Yes. From whom?					
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Thomas A. Pitta, In Name  120 Broadway Number Street New York City Contact phone (212) 2 Contact email TPITTA	NY State 38-3000	10271 ZIP Code  ARVIN.COM	Name  Number Street  City  Contact phone  Contact email	yments to the creditor  State	ZIP Code
4.	Does this claim amend one already filed?	No Yes. Claim number	er on court claims	s registry (if known)		Filed on	) / YYYY
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the	ne earlier filing?				

Official Form 410 Proof of Claim page 1

	Do you have any number you use to identify the debtor?	No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:						
7.	How much is the claim?	\$\$ Does this amount include interest or other charges?						
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).						
3.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  Limit disclosing information that is entitled to privacy, such as health care information.  See addendum.						
).	Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property.  Nature of property:  Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim  Attachment (Official Form 410-A) with this Proof of Claim.  Notor vehicle Other. Describe:						
		Basis for perfection: Judgment Lien Filed With County Clerk (see Exh. G)  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)						
		Value of property: \$ 1500000						
		Amount of the claim that is secured: \$ 3219698						
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.						
		Amount necessary to cure any default as of the date of the petition: \$						
		Annual Interest Rate (when case was filed) 2.43 %  ☐ Fixed ☐ Variable						
10	. Is this claim based on a							
	lease?	Yes. Amount necessary to cure any default as of the date of the petition.						
11	. Is this claim subject to a right of setoff?	□ No  □ Yes. Identify the property: See Addendum.						

Official Form 410 Proof of Claim page 2

entitled to priority under										
A claim may be partly priority and partly priority p	12. Is all or part of the claim									
priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.    Up to \$3.025" of deposits toward purchase, lease, or rental of property or services for personal, family, or houseshold use. 11 U.S.C. § 507(a)(7).    Wages, salaries, or commissions (up to \$13.550") earned within 180 days before the bankruptory petition is filled or the debtor's business ends, whichever is earlier.    Up to \$3.025" of deposits toward purchase, lease, or rental of property or services for   Law location   Up to \$1.050 (a)     Wages, salaries, or commissions (up to \$13.550") earned within 180 days before the bankruptory petition is filled or the debtor's business ends, whichever is earlier.    Up to \$3.025" of deposits toward purchase, lease, or rental of property or services for   Law location   Up to \$500(a)(a).   Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).   Other. Specify subsection of 11 U.S.C. § 507(a)(5).   Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).   Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).   In the salary of th		Yes. Check	k one:				Amount entitled to priority			
in some categories, the law interest the amount entitled to priority.    Up to \$3,025' of deposits toward purchase, lease, or rental of property or services for personal, family. Or household use: 11 U.S.C. \$507(a)(7).   Wages, salaries, or commissions (up to \$13,650') earned within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy petition is filled or the debtor volumes and within 180 days before the barkruptcy filled and the debtor volumes and the fill of the debtor volumes and the debtor vol	priority and partly				ort) und	der	\$			
Wages, salaries, or commissions (up to \$13.550*) earned within 180 days before the bankruptory petition is filled of the debtor's business ends, whichever is earlier.   \$	in some categories, the law limits the amount	Up to \$ person	33,025* of deposits toward pur al, family, or household use. 1	chase, lease, or rental of 1 U.S.C. § 507(a)(7).	oroperty	y or services for	\$			
Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$	childed to phonty.	bankru	\$							
Part 3: Sign Below  The person completing this proof of claim must solve to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.  PRAP 3011(b).  The person completing this proof of claim must sign and date it. FRBP 9011(b).  I am the creditor's attorney or authorized agent.  I am the creditor's attorney or authorized agent. Bankruptcy Rule 3004.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am decident a signature is a gradual a signature is a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am a guarantor, surely, endorser, or other codebtor. Bankruptcy Rule 3005.  I am the creditor's attorney or authorized agent. Bankruptcy Rule 3005.  I am the creditor's attorney or authorized agent. Bankruptcy Rule 3004.  I am the creditor's attorney or authorized agent. Bankruptcy Rule 3004.  I am the creditor.  I		_		ental units. 11 U.S.C. § 50	7(a)(8)		\$			
* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.  The person completing this proof of claim must sign and date it. FRRP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes counts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §\$ 152, 157, and 3571.  Part the name of the person who is completing and signing this claim:    Ame		☐ Contrib	outions to an employee benefit	plan. 11 U.S.C. § 507(a)	5).		\$			
The person completing this proof of claim must sign and date in the creditor, and the creditor is attorney or authorized agent.  If you file this claim electronically, FRBP 9011(b).  If you file this claim electronically, FRBP 5005(a)(Z) authorizes courts to establish local rules specifying what a signature is certable in the creditor is attorney or authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §\$ 152, 157, and 3571.  Idectare under penalty of perjury that the foregoing is true and correct.  Idectare under penalty of perjury that the foregoing is true and correct.  Executed on date 12/9/2019  //s/ Thomas A. Pitta, Esq.  Signature  Print the name of the person who is completing and signing this claim:  Rame Thomas A. Pitta  First name Middle name Last name  Title Partner  Company Emery Marvin & Martin, LLP  Identify the corporate servicer as the company if the authorized agent is a servicer.  New York NY 10271  New York NY 10271  New York NY 10271  City State ZIP Code		Other.	Specify subsection of 11 U.S.	C. § 507(a)() that applie	s.		\$			
The person completing this proof of claim must sign and date it. FRPP 9011(b).  If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  A person who files a fraudulent claim could be fined up to \$50,000, imprisoned for up to 5 years, or both. 18 U.S.C. §\$ 152, 157, and 3571.  I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically, FRBP \$5005(a)(2) authorizes courts to establish local rules specifying what a signature is established by a payments received toward the debt.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §\$ 152, 157, and 3571.  I am the creditor.  I am the creditor.  I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically, FRBP \$5005(a) (2) authorizes courts to establish local and signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically for amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  I am the trustee, or the debtor. Bankruptcy Rule 3004. electronical gave to electronical gave the debtor credit for any payments received toward the debt.  I am the trustee, or the debtor. Bankruptcy Rule 3004. electronical gave the debtor credit for any payments received toward the debt.  I am the trustee,		* Amounts	are subject to adjustment on 4/01/	22 and every 3 years after th	at for cas	ses begun on or aft	er the date of adjustment.			
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this proof of claim must sign and date it. FRBP 9011(b).  If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §§ 152, 157, and 3371.  Ideclare under penalty of perjuny that the foregoing is true and correct.    Ame we examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.    Ideclare under penalty of perjuny that the foregoing is true and correct.    Ideclare under penalty of perjuny that the foregoing is true and correct.    Signature   Print the name of the person who is completing and signing this claim:    Title   Partner	The person completing	Check the appr	opriate box:							
If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.    I am the creditor's attorney or authorized agent. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3004.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the trustee, or the debtor, or their authorized agent that when calculating the amount of the delating the and the debt.   I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the rustee, or the codebtor. Bankruptcy Rule 3005.   I am the ruster, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the ruster, surety, endorser, or other codebtor. Bankruptcy Rule 3005.   I am the guarantor, surety, endorser, or other codebto	this proof of claim must		•							
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specifying what a signature is.  I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §§ 152, 157, and 3571.  I declare under penalty of perjury that the foregoing is true and correct.  I declare under penalty of perjury that the foregoing is true and correct.  I declare under penalty of perjury that the foregoing is true and correct.  Executed on date  12/9/2019    Signature	electronically, FRBP 5005(a)(2) authorizes courts	_								
Thomas A. Pitta   Print the name of the person who is completing and signing this claim:   Name   Thomas A. Pitta     First name   Middle name   Last name     Title   Partner     Company   Emmet, Marvin & Martin, LLP     Identify the corporate servicer as the company if the authorized agent is a servicer.     Address   120 Broadway     Number   Street     New York   NY 10271     City   State   ZIP Code     I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.     I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.     I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is true and correct.     I declare under penalty of perjury that the foregoing is t	specifying what a signature is.									
I declare under penalty of perjury that the foregoing is true and correct.    Executed on date   12/9/2019	fraudulent claim could be fined up to \$500,000,									
Symme   Signature   Signatur	years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.								
Print the name of the person who is completing and signing this claim:  Name  Thomas A. Pitta First name Middle name Last name  Title Partner  Company  Emmet, Marvin & Martin, LLP Identify the corporate servicer as the company if the authorized agent is a servicer.  Address  120 Broadway Number Street New York NY 10271 City State ZIP Code	3571.	Executed on da								
Print the name of the person who is completing and signing this claim:  Name  Thomas A. Pitta First name Middle name Last name  Title Partner  Company Emmet, Marvin & Martin, LLP Identify the corporate servicer as the company if the authorized agent is a servicer.  Address  120 Broadway Number Street New York New York Ny 10271 City State ZIP Code		/s/ Tho	omas A. Pitta, Esq.							
Name  Thomas A. Pitta  First name  Middle name  Last name  Partner  Company  Emmet, Marvin & Martin, LLP  Identify the corporate servicer as the company if the authorized agent is a servicer.  Address  120 Broadway  Number Street  New York  NY 10271  City  State ZIP Code		Signature								
First name Middle name Last name  Partner  Company Emmet, Marvin & Martin, LLP Identify the corporate servicer as the company if the authorized agent is a servicer.  Address 120 Broadway  Number Street  New York NY 10271  City State ZIP Code		Print the name	of the person who is compl	eting and signing this c	laim:					
Company  Emmet, Marvin & Martin, LLP Identify the corporate servicer as the company if the authorized agent is a servicer.  Address  120 Broadway Number Street New York NY 10271 City State ZIP Code		Name		Middle name		Last name				
Company  Emmet, Marvin & Martin, LLP Identify the corporate servicer as the company if the authorized agent is a servicer.  Address  120 Broadway Number Street New York NY 10271 City State ZIP Code		Title	Partner							
Number Street  New York NY 10271  City State ZIP Code		Company			zed ager	nt is a servicer.				
Number Street  New York NY 10271  City State ZIP Code		Address	120 Broadway							
City State ZIP Code			Number Street							
			New York		NY	10271				
Contact phone (212) 238-3000 Fmail TPITTA@EMMETMARVIN.COM			City		State	ZIP Code				
		Contact phone	(212) 238-3000		<sub>Email</sub> T	PITTA@EMN	METMARVIN.COM			

Official Form 410 Proof of Claim page 3

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# **Mortgage Proof of Claim Attachment**

(12/15)

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

Part 1: Mortgage and Case Information			Part 2: Total Debt Calculation		Pa	Part 3: Arrearage as of Date of the Petition			Part 4: Monthly Mortgage Payment							
Case	number:	19	-10926-	tmd	Principal bala	ance:	\$3,000,	000 Pri	ncipal & int	erest due:	\$3,00	0,000	Principal	& interest	:	
Debt	or 1:	O	rly Geng	er	Interest due:		219,6	5 <u>98</u> Pre	epetition fee	es due:			Monthly	escrow:		
Debt	or 2:				Fees, costs of	due:			crow deficie /anced:	ency for fun	ds 		Private mortgage insurance:			
Last 4 digits to identify:			Escrow defici			Pro	jected esc	row shortag	e:		Total monthly payment:					
Cred	itor:	Sag	gi Genge	r	Less total fur	nds on hand: -	-	Les	ss funds or	hand:					L	
Servi	icer:				Total debt:			Tot	al prepetiti	on arrearag	e:					
	d accrual/daily le interest/oth					_										
Part 8	5 : Loan Payn			First Date of	Default		Have Fra	do 10/0 = 0	Λ li l / Λ			Delenas	Λ <del>(1</del> α α α α α α α α α α α α α α α α α α α	unt Danniu		
^	В	Account	D.	E.	F.	•				nount Incurr <b>K</b> .			N.	unt Receiv O.	ed or Incu P.	
<b>A.</b> Date	B. Contractual payment amount	C. Funds received			Contractual due date	G. Prin, int & esc past due balance		I. Amount to interest	J. Amount to escrow		L. Unapplied funds	M. Principal balance	Accrued interest balance		Fees / Charges balance	
		1				1	1	1	1		<u> </u>	1				

## ADDENDUM TO PROOF OF CLAIM FILED BY SAGI GENGER

7-9. Bases of Claims and Itemized Statement of Prejudgment Interest and Other Charges.

Creditor Sagi Genger has four claims against the debtor, totaling \$12,917,466.

The first claim is for an unpaid judgment dated August 17, 2018 in the amount of "\$3,000,000 in base damages, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and costs in connection with this action, in an amount to be determined." See Exhibit A. Creditor also seeks postjudgment interest at the rate of 2.43% on that unpaid judgment pursuant to 28 U.S.C. § 1961(a), which creditor calculates to be \$70,571. Creditor's "reasonable counsel and other professional fees, expenses and costs" have not yet been adjudicated. However, creditor previously filed an application for fees and costs through August 2018 in the amount of \$59,722. See Exhibit F. Subsequently, through the petition date, creditor has incurred additional fees and costs that are recoverable under the underlying indemnity in the amount of \$304.156, for which the debtor is responsible for 50% (\$152,078). Such recoverable fees and expense have further continued postpetition, and include, *inter alia*, the fees and expenses in connection with this bankruptcy case, which Sagi also seeks in an amount yet to be liquidated. The liquidated portion of this claim, inclusive of principal, interest and fees and costs, totals \$3,502,069.

The second claim is for \$9,250,000, representing one-half of the \$18.5 million which creditor owes to third-party Dalia Genger under a 2004 integrated agreement between the three parties, and a 2019 settlement with respect thereto, plus interest in an amount yet to be liquidated, as permitted by law. *See* Exhibits B, C.

The third claim is for \$67,134, for fees paid by creditor to a Court-appointed expert, plus

future attorney's fees, costs and expenses for trying the issue of damages, in the case styled *Orly Genger v. Sagi Genger*, #100697/08. *See* Exhibit D. Such amounts are recoverable pursuant to CPLR 3220 and 3221, in light of debtor's rejection of creditor's Offer to Liquidate Damages / Offer to Compromise (*see* Exhibit E), which offered to liquidate damages and/or compromise for an amount considerably higher than any conceivable recovery by debtor.

The fourth claim, pursuant to CPLR 6212(e), is for attorney's fees, expenses and costs in the amount of \$98,263. See Exhibit H. As the case is still pending, such fees, expenses and costs have continue to accrue in amounts not yet invoiced, and likely will continue to accrue in future amounts not yet liquidated. Creditor also seeks prejudgment interest on his attorney's fees, expenses and costs in an amount yet to be liquidated, as permitted by law.

### 9. Note on Form 410a.

Form 410a is attached, but the mortgage against the Debtor's residence is not subject to a monthly payment schedule and no payments have been made on account thereof.

#### 11. Right of Setoff.

In her schedules filed with the Court on August 8, 2019, the debtor lists: (a) current legal actions against Sagi Genger: (i) styled *Orly Genger v. Sagi Genger*, #100697/08, for alleged fraud, and (ii) styled *Orly Genger vs. Dalia Genger*, #109749/09, for alleged breach of fiduciary duty; and (b) unidentified "Claims against Sagi Genger and related or affiliated entities or transferees or individuals" in an "Unknown" amount. If such claims were to be allowed, then creditor would be allowed to set-off its claims against the debtor's.

# EXHIBIT A

	NEW YORK		
v.	Plaintiff,	x : :	Index No. 1:17cv8181
v.	Defendant/Third-Party Plaintiff,	:	
	Third-Party Defendant.	:	JUDGMENT IN THIRD-PARTY ACTION
	v.	v.  Defendant/Third-Party Plaintiff, v.	CT OF NEW YORK

WHEREAS the above-captioned third-party action having come before this Court, and the matter having come before the Honorable Katherine B. Forrest, United States District Judge, and the Court, on July 27, 2018, having rendered its Opinion & Order denying third-party defendant's Orly Genger's ("Orly") motion to dismiss and granting defendant/third-party plaintiff Sagi Genger's ("Sagi") cross-motion for partial summary judgment, it is hereby

#### ORDERED, ADJUDGED, DECLARED AND DECREED:

- 1. That, for the reasons stated in the Opinion & Order dated July 27, 2018, Orly's motion to dismiss is denied; Sagi's cross-motion for partial summary judgment is granted; the balance of Sagi's First Amended Third-Party Complaint is dismissed without prejudice pursuant to Fed. R. Civ. P. 41(a)(2); and the third-party action is closed.
- 2. That, on Sagi's First Cause of Action for Breach of Contract, for the reasons stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

costs in connection with this action, in an amount to be determined.

3. That, on Sagi's Second Cause of Action for Promissory Estoppel, for the reasons

stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor

of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of

\$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of

this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

costs in connection with this action, in an amount to be determined.

4. That, on Sagi's Third Cause of Action for Declaratory Judgment, for the reasons

stated in the Opinion & Order dated July 27, 2018, the Court declares that Orly must indemnity

Sagi for 50% of Dalia's \$6,000,000 payment demand, plus statutory interest in the amount of

\$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of

this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

costs in connection with this action, in an amount to be determined.

5. The amounts set forth in paragraphs 2, 3 and 4 above are not cumulative.

6. Pursuant to Fed. R. Civ. P. 54(d)(2), any motion for attorney's fees shall be made

no later than 14 days following the entry of this Judgment.

Dated:

New York, New York

2018

SO ORDERED.

KATHERINÉ B. FORREST

United States District Judge

# EXHIBIT B

# 19-1389501926974689731160414F16441084/12/25/169501896/ARCA1178508034 0 Exbibit 59

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated December 5, 2019, is entered by and between Dalia Genger ("Dalia") and Sagi Genger ("Sagi") (collectively the "Parties").

WHEREAS, the Parties are parties to a 2004 written agreement (the "2004 Promise") pursuant to which Sagi agreed to pay Dalia up to an amount equal to all dividends, distributions, proceeds or other payments attributable to certain shares of Trans-Resources, Inc. ("TRI"), upon Dalia's demand; and

WHEREAS, according to the findings of the U.S. District Court, Dalia is entitled to make written demand of an additional \$18.5 million under the 2004 Promise; and

WHEREAS, Dalia, on December 2, 2019, made written demand for that \$18.5 million under the 2004 Promise.

NOW, THEREFORE, in consideration of the promises and covenants herein and other consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Sagi consents to entry of a final judgment by consent in any court of competent jurisdiction.
- Dalia agrees to relinquish any future claim to make demands for any additional funds under the 2004 Promise.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the date indicated below:

# EXHIBIT C

## Sagi Genger 1121 Park Avenue New York, NY 10028

November 10, 2004

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Orly Genger 1965 Broadway New York, NY

Dear Orly:

In connection with the attached letter (the "Promise") from me to our mother, Dalia Genger, dated October 30, 2004, you agree to indemnify, defend, and hold me harmless, for and against one-half (1/2) of any and all payments, liabilities, damages, claims, actions, losses, settlements, penalties, judgments or obligations (each a "Claim"), including my reasonable counsel and other professional fees, expenses and costs, which arise from my undertakings in the Promise.

I will notify you promptly of any Claims.

Very truly yours,

Sagi Genger

AGREED TO AND ACCEPTED THIS DAY OF NOVEMBER, 2004

Orly Genger

Sagi Genger 1121 Park Avenue, New York, NY 10028

October 3, 2004

Dalia Genger 210 East 65<sup>th</sup> St. New York, NY 10021

#### Promise

Dear Mom,

This letter confirms our understanding with respect to certain payments that I am prepared to make to you in consideration of the following. My sister Orly and I are benefiting by the receipt of a total of 794.40 shares of Trans-Resources, Inc. ("TRI"), or beneficial interests in those shares, by trusts for our benefit. In reliance on this letter and in consideration of the trusts' receipt of these shares and other consideration, you are giving up valuable marital rights, and you desire further assurance that you will have sufficient funds to support your lifestyle.

If you, in your sole and absolute discretion, from time to time desire funds to support your lifestyle, you may request in writing that I make payment to you as provided in this letter. Promptly upon receipt of the request, I will pay to you (1) an amount equal to all dividends, distributions, proceeds or other payments attributable to 794.40 shares of TRI (adjusted for any splits or similar action) that have previously been paid to Orly, me or any trust for the benefit of either of us, less any amounts previously paid to you pursuant to this letter, or (2) any lesser amount indicated in your request.

We intend for this letter to be a binding agreement under New York law. Please confirm that this letter correctly reflects your understanding by signing below.

Sincerely.

Sagi Genger

Agreed

Dolio Genger

# EXHIBIT D

# **Client Account History**

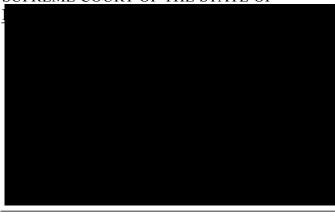
As of August 29, 2019

Partner Name: Kupka, Michael

GL Status	Bill No.	Tran Date	Check No.	Tran No.	Tran Type	Fees Amt	Retainer Amt
- KDWLL - Ke	elley Drye &	& Warren LLP G	Broup - M. Kuj	oka			
Kelley Drye	& Warren	LLP - 69864					
POSTED	593574	10/31/2018		5478230	Bill	9,725.25	0.00
POSTED	593574	11/30/2018	9008	5493452	Cash Receipt	(9,725.25)	0.00
POSTED	595172	11/30/2018		5493517	Bill	0.00	10,000.00
POSTED	595172	02/28/2019	238	5570800	Cash Receipt	0.00	(10,000.00)
POSTED	596005	11/30/2018		5498229	Bill	10,057.40	0.00
POSTED	596005	01/02/2019	9012	5516894	Cash Receipt	(557.40)	0.00
POSTED	596005	01/02/2019	9010	5516895	Cash Receipt	(9,500.00)	0.00
POSTED	608317	03/31/2019		5609996	Bill	16,477.59	0.00
POSTED	608317	05/13/2019	Wire	5663301	Cash Receipt	(16,477.59)	0.00
POSTED	616853	05/23/2019		5672245	Bill	14,750.30	0.00
POSTED	616853	06/11/2019	Wire	5692295	Cash Receipt	(14,750.30)	0.00
POSTED	619417	06/11/2019		5690015	Bill	16,123.00	0.00
POSTED	619417	06/11/2019		5690016	Reapplication	(10,000.00)	0.00
POSTED	619417	07/09/2019	9052	5714653	Cash Receipt	(6,123.00)	0.00
			Clie	ent Total		0.00	0.00
			Gro	oup Total		0.00	0.00
			Par	tner Total		0.00	0.00

# EXHIBIT E

SUPREME COURT OF THE STATE OF



Index No. 100697/2008 Hon. Barbara Jaffe IAS Part 12

**OFFER TO LIQUIDATE DAMAGES / OFFER TO COMPROMISE** 

Pursuant to CPLR 3220, defendant Sagi Genger offers to allow judgment to be taken against him for \$500,000, inclusive of costs and interest, if defendant fails in his defense in this action. In the alternative, pursuant to CPLR 3221, defendant offers to allow judgment to be taken against him in this action for \$500,000, inclusive of costs and interest.

Dated: New York, New York May 8, 2017

KELLEY DRYE & WARREN LLP

By:

John Dellaportas

101 Park Avenue

New York, New York 10178

(212) 309-6000

GREENBERG TRAURIG, LLP

Carmen B. Ciparick MetLife Building 200 Park Avenue

New York, NY 10166

(212) 801-6807

Attorneys for Defendant Sagi Genger

To:

Eric D. Herschmann Kasowitz Benson Torres LLP 1633 Broadway New York, New York 10019 (212) 506-1711

Attorneys for Plaintiff Orly Genger

# EXHIBIT F

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DALIA GENGER, :

Plaintiff,

v. : Index No. 1:17cv8181

SAGI GENGER,

Defendant/Third-Party Plaintiff, : **NOTICE OF MOTION** 

V.

ORLY GENGER,

Third-Party Defendant.

------ )

PLEASE TAKE NOTICE that, pursuant to the declaration of John Dellaportas sworn to on August 31, 2018, and the exhibits annexed thereto, defendant/third-party plaintiff Sagi Genger respectfully moves this Court for an Order, pursuant to Federal Rules of Civil Procedure 54(d)(2) and the November 10, 2014 indemnification agreement between him and third-party defendant Orly Genger, awarding him one-half (50%) of his reasonable counsel and other professional fees, expenses and costs incurred in connection with this case.

Dated: New York, New York August 31, 2018

KELLEY DRYE & WARREN LLP

By: /s John Dellaportas

John Dellaportas, Esq. Kristina M. Allen, Esq. 101 Park Avenue, 27th Flor

101 Park Avenue, 27th Floor New York, New York 10178

Tel: (212) 808-5000

Attorneys for Defendant/Third-Party Plaintiff

Sagi Genger

UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	1
SAGI GENGER,	
Plaintiff,	14-cv-5683 (KBF)
-against-	

ORLY GENGER,

Defendant.

#### **DECLARATION OF JOHN DELLAPORTAS**

JOHN DELLAPORTAS, pursuant to 28 U.S.C. § 1746(2), declares as follows:

- 1. I am a member of the bar of this Court and the law firm of Kelley Drye & Warren LLP ("Kelley Drye"), counsel to defendant/third-party plaintiff Sagi Genger ("Sagi") in this action. I am familiar with the facts and circumstances in this action. I respectfully submit this declaration in support of Sagi's motion for an Order, pursuant to Federal Rules of Civil Procedure 54(d)(2) and the November 10, 2014 indemnification agreement (the "2004 Indemnity") between Sagi and third-party defendant Orly Genger ("Orly"), awarding him one-half (50%) of his reasonable counsel and other professional fees, expenses and costs.
- 2. The 2004 Indemnity provides in relevant part that: "In connection with the attached letter (the "Promise") from me [Sagi] to our mother, Dalia Genger, dated October 30, 2004, you [Orly] agree to indemnify, defend, and hold me harmless, for and against one-half (1/2) of any and all payments, liabilities, damages, claims, actions, losses, settlements, penalties, judgments or obligations ..., including my reasonable counsel and other professional fees, expenses and costs, which arise from my undertakings in the Promise." (Emphasis added.) Attached hereto as **Exhibit A** is a true and correct copy of the 2004 Indemnity.

3. The amount sought hereby represents one-half of the counsel and other professional fees, expenses and costs Sagi incurred in connection with this case. The Court no doubt recalls the motion practice in this case, but the following is a short summary of the key procedural events that caused Sagi to incur legal fees. Most significantly, Orly filed three motions to dismiss. (Docs. 10, 26, 64.) In the first one, she sought dismissal based, inter alia, on her claim that Sagi had interposed his Third-Party Complaint before she received his indemnity demand. Doc. 11. In order to avoid unnecessary motion practice. Sagi discontinued his original pleading and filed a new one, thereby mooting that particular issue. Doc. 15-16. Orly nevertheless moved to dismiss again, based on service of process, personal jurisdiction, and a different ripeness argument (namely, that the case was allegedly unripe because Sagi had not yet paid on Dalia's demand – the very opposite of the position she took in the 2014 action, wherein Sagi had gone ahead and paid). Doc. 27. Sagi opposed the motion and also, because Orly insisted that service on her Texas and New Jersey homes was insufficient, cross-moved for alternative service. Docs. 36-38. Eventually, through the assistance of a private investigator, Sagi located the address of Orly's claimed new Tel Aviv home, and served her there as well. Doc. 61. Orly then abandoned her all of her prior dismissal grounds and filed a third motion to dismiss based solely on subject matter jurisdiction grounds. Doc. 68. Sagi opposed that motion as well, and cross-moved for summary judgment based on res judicata and collateral estoppel. Docs. 74-80. The Court then directed supplemental briefing on Orly's jurisdictional argument, which Sagi provided. Doc. 83, 99. After winning summary judgment (Doc. 101), Sagi had to overcome yet further objections from Orly over entry of judgment and discontinuance of his remaining claim. Docs. 103, 107. Lastly, there is the instant fee application, the costs of which could have been delayed, if not avoided altogether, had Orly not opposed Sagi's request for an adjournment pending appeal. Doc. 117.

- 4. These fees and expenses sought hereby are comprised of three categories: (i) time charges for the attorneys, (ii) disbursements for related expenses (exclusive of Westlaw and Lexis, which are not billed to this client), and (iii) private investigator fees. I believe the amounts sought herein are reasonable for the work performed and the successful result obtained, and reflect rates reasonable in this market. *See, e.g., Regulatory Fundamentals Grp. LLC v. Governance Risk Mgmt. Compliance, LLC*, 2014 WL 4792082, at \*2 (S.D.N.Y. Sept. 24, 2014) ("In recent years, New York district courts have approved rates for experienced law firm partners in the range of \$500 to \$800 per hour."). Most significantly, Sagi's decision to seek an early resolution via a pre-discovery summary judgment motion, based on the Court's prior findings in the 2014 action, resulted in a significant cost reduction (with the same outcome) over what the litigation would have cost had Orly prevailed in delaying summary judgment to take discovery.
- Sagi for services and disbursements in connection with this case. Although Kelley Drye handles other matters for Sagi and related entities, the charges for this case have been segregated into a separate matter number, and thus do not include any work on any of those other matters. (Two invoices erroneously included time entries for other cases. Those entries have been redacted, and Sagi does not seek indemnity for them.) Descriptions of the specific services rendered are contained in the individual time entries, which do not employ block billing. Rather, each distinct task within an individual time entry has its own time allocated to it.
- 6. The rates reflected on these bills are not my firm's standard billing rates, but rather discounted rates provided to Sagi. My own rate is discounted by approximately 15%, and Ms. Allen's rate and Mr. Petit's rate are each discounted by 10%. I am mindful, that in the 2014 action, Magistrate Judge Freeman recommended a rate for me of \$615, which is less than the rate sought

hereby. However, the 2014 action was filed more than three years before this one. Since then, market rates have increased, as has my experience level.

7. Specifically, the hourly rates and hours sought are as follows:

Timekeeper	Description	Billable Pay Rate	Total Hours	
Dellaportas, J.	Partner (NY)	\$700.00-\$710.00	149.2	
Allen, Kristina	Associate (NY)	\$553.50	19.0	
Petit, William	Partner (Texas)	\$517.50	1.2	

- 8. Annexed hereto as **Exhibit C** is a true and correct copy of on-line biographical information for the three Kelley Drye (<u>www.kelleydrye.com</u>) attorneys listed in the chart above. Because of my long history with this client, in particular as lead counsel in the related 2014 action and appeal, to keep costs down I endeavored to minimize involvement by other attorneys, who would have needed to be brought "up to speed" on the many relevant prior proceedings. *See Genger v. Genger*, Case 1:14-cv-05683-KBF-DCF, Doc. 159 at 13,
- 9. Lastly, annexed hereto as **Exhibit D** is a true and correct copy of an invoice from an Israeli private investigator in the amount of 5,382 Israeli New Shekel (approximately US\$1,490.15). The investigator was needed to obtain the address of the home that Orly and her husband purchased in Tel Aviv an address she refused to reveal to Sagi because Orly insisted she could only be lawfully served at that address. The address was not locatable in the public record, because Orly purchased the property through a shell entity.
- 10. In total, Sagi seeks reimbursement in the amount of <u>\$59,722</u>, which represents 50% of the \$119,444 incurred in counsel and other professional fees, expenses and costs in this action, plus 50% of the cost of any reply. We thank the Court for its consideration.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York August 31, 2018

John Dellaportas

## Sagi Genger 1121 Park Avenue New York, NY 10028

November 10, 2004

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Orly Genger 1965 Broadway New York, NY

Dear Orly:

In connection with the attached letter (the "Promise") from me to our mother, Dalia Genger, dated October 30, 2004, you agree to indemnify, defend, and hold me harmless, for and against one-half (1/2) of any and all payments, liabilities, damages, claims, actions, losses, settlements, penalties, judgments or obligations (each a "Claim"), including my reasonable counsel and other professional fees, expenses and costs, which arise from my undertakings in the Promise.

I will notify you promptly of any Claims.

Very truly yours,

Sagi Génger

AGREED TO AND ACCEPTED THIS DAY OF NOVEMBER, 2004

Orly Genger

Sagi Genger 1121 Park Avenue, New York, NY 10028

October 30, 2004

Dalia Genger 210 East 65<sup>th</sup> St. New York, NY 10021

#### Promise

Dear Mom,

This letter confirms our understanding with respect to certain payments that I am prepared to make to you in consideration of the following. My sister Orly and I are benefiting by the receipt of a total of 794.40 shares of Trans-Resources, Inc. ("TRI"), or beneficial interests in those shares, by trusts for our benefit. In reliance on this letter and in consideration of the trusts' receipt of these shares and other consideration, you are giving up valuable marital rights, and you desire further assurance that you will have sufficient funds to support your lifestyle.

If you, in your sole and absolute discretion, from time to time desire funds to support your lifestyle, you may request in writing that I make payment to you as provided in this letter. Promptly upon receipt of the request, I will pay to you (1) an amount equal to all dividends, distributions, proceeds or other payments attributable to 794.40 shares of TRI (adjusted for any splits or similar action) that have previously been paid to Orly, me or any trust for the benefit of either of us, less any amounts previously paid to you pursuant to this letter, or (2) any lesser amount indicated in your request.

We intend for this letter to be a binding agreement under New York law. Please confirm that this letter correctly reflects your understanding by signing below.

Sincerely.

Sagi Genger

Agreed

Dalia Genger

#### **KELLEY DRYE & WARREN LLP**

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> November 22, 2017 Invoice No. 2712917

FEDERAL ID NO. 13-5335107

025208 Sagi Genger

0002 2014 Promise Litigation

## **Account Summary and Remittance Form**

Legal Services: \$5,444.44

Less 10% Discount: (\$544.44)

Total Fees Due: \$4,900.00

Disbursements and Other Charges: \$0.00

Total Amount Due: \$4,900.00

Terms: Payment Due on or Before December 22, 2017

Please Return This Page With Your Payment

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178

(212) 808-7800

#### **PAYMENT BY WIRE:**

JP MORGAN CHASE, N.A.

<u>ABA #:</u>021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME: KELLEY DRYE & WARREN LLP

ACCOUNT #: 135-046110

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER AS PAYMENT REFERENCE

# 19-1-369-1-1192-6-7-1192-6-7-1193-4-1193-4-1194-1-194-1-

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> November 22, 2017 Invoice No. 2712917

Client 025208

Matter 0002 2014 Promise Litigation

10/25/17 Ongoing series of strategy communications

of service of process (0.9). 10/31/17 Ongoing client communications re new

Promise case.

with client (0.4); research and implementation

Attorney: 07205 Page 1 **Date Description Tkpr** Hours Amount 10/22/17 Receipt and review of new Promise demand JGD 0.60 \$420.00 from Dalia Genger (0.1); series of client communications re same (0.5). 10/24/17 Receipt and review of Dalia complaint (0.5); **JGD** 5.00 3,500.00 client communications re same (0.5); legal research re same (0.5); preparation of answer and third-party complaint (3.2); arrangements for filing and service of same (0.3).

**JGD** 

**JGD** 

0.90

0.50

630.00

350.00

# 19**d.3695 juga & Production and 1944 1/85 juga from the production of 103**Pg 31 of 103

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

Sagi Genger Client 025208 Matter 0002 November 22, 2017 Page 2

Total Original Fees for this Matter: \$5,444.44

Less 10% Discount: \$544.44

Total Fees Due: \$4,900.00

Total For This Matter: \$4,900.00 Total this Invoice \$4,900.00

# 19**13695 jug2 & Professional 45 library (14/85) host (14/**

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 November 22, 2017 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	7.00	700.00	\$4,900.00

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### **PAYMENT BY WIRE:**

JP MORGAN CHASE, N.A.

ABA #:021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME:KELLEY DRYE & WARREN LLP

ACCOUNT #:135-046110

PLEASE INDICATE CLIENT, MATTER AND

INVOICE NUMBER AS PAYMENT REFERENCE

# 19**-13695-jig2-1-7008-972-jig2-1-700**

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> December 7, 2017 Invoice No. 2714288

025208 Sagi Genger

0002 2014 Promise Litigation

## **Account Summary and Remittance Form**

Legal Services: \$3,033.33

Less 10% Discount: (\$303.33)

Total Fees Due: \$2,730.00

Disbursements and Other Charges: \$8.90

Total Amount Due: \$2,738.90

# **Terms:** Payment Due on or Before December 20, 2017

# Please Return This Page With Your Payment

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### **PAYMENT BY WIRE:**

JP MORGAN CHASE, N.A.

ABA #:021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME: KELLEY DRYE & WARREN LLP

ACCOUNT #:135-046110

PLEASE INDICATE CLIENT, MATTER AND

INVOICE NUMBER AS PAYMENT REFERENCE

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

AFFILIATE OFFICE:

MUMBAI, INDIA

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

Sagi Genger Attn: Sagi Genger President 10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> December 7, 2017 Invoice No. 2714288

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	Amount
11/02/17	Various service issues (0.4); client communications re same (0.1).	JGD	0.50	\$350.00
11/06/17	Further service of process issues.	JGD	0.50	350.00
11/08/17	Status update to client.	JGD	0.20	140.00
11/09/17	Courtesy notice to opposing counsel (0.2); affidavits of service (0.2); client report (0.1).	JGD	0.50	350.00
11/20/17	Review of Statement of Relatedness (0.1) and communications with client re same (0.1).	JGD	0.20	140.00
11/28/17	Initial review of motion to dismiss (1.5) and client communications re same (0.5).	JGD	2.00	1,400.00

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

\$2,738.90

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES MUMBAI, INDIA **STAMFORD CHICAGO PARSIPPANY HOUSTON BRUSSELS AUSTIN** Sagi Genger Client 025208 Matter 0002 December 7, 2017 Page 2 Total Original Fees for this Matter: \$3,033.33 Less 10% Discount: (\$303.33) Total Fees Due: \$2,730.00 **Other Charges:** Postage \$8.90 Total Other Charges for this Matter: 8.90

Total this Invoice

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 December 7, 2017 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	3.90	700.00	\$2,730.00

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### **PAYMENT BY WIRE:**

JP MORGAN CHASE, N.A.

ABA #:021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME:KELLEY DRYE & WARREN LLP

ACCOUNT #:135-046110

PLEASE INDICATE CLIENT, MATTER AND

INVOICE NUMBER AS PAYMENT REFERENCE

# 19**13695 ill926 Photo 1992 ill92 45 ill92 45 ill94 45 ill94 ill94**

### **KELLEY DRYE & WARREN LLP**

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> January 31, 2018 Invoice No. 2717954

FEDERAL ID NO. 13-5335107

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$9,610.11

Less 10% Discount: (\$961.01)

Total Fees Due: \$8,649.10

Disbursements and Other Charges: \$365.00

Total Amount Due: <u>\$9,014.10</u>

Terms: Payment Due on or Before March 2, 2018

Please Return This Page With Your Payment

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

# PAYMENT BY WIRE:

JP MORGAN CHASE, N.A.

ABA #:021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME:KELLEY DRYE & WARREN LLP

ACCOUNT #:135-046110

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER AS PAYMENT REFERENCE

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

Sagi Genger Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> January 31, 2018 Invoice No. 2717954

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1

<b>Date</b>	<b>Description</b>	<u>Tkpr</u>	<u>Hours</u>	<b>Amount</b>
12/08/17	Israeli law research and procuring of affidavit from Israeli attorney re lawful address issue.	JGD	1.50	\$1,050.00
12/11/17	Preparation of amended third-party complaint	JGD	3.80	2,660.00
	and notice of discontinuance of original pleading; research for same (1.0); filing of			
	same (0.30); client communications re same			
	(0.20); preparation and filing of response to			
	motion to dismiss and research for same (2.3).			
12/11/17	Review and analyze case law relating to long	KMA	2.60	1,439.10
	arm jurisdiction under New York law (1.5); correspondence with J. Dellaportas regarding			
	the same (0.5); review and edits draft			
	opposition to motion to dismiss (0.6).			
12/14/17	Review of notice of case assignment and client	JGD	1.00	700.00
	communications re same (0.6); arrangements for filing of service affidavits (0.4).			
12/15/17	Review of reply memorandum and client	JGD	0.50	350.00

# 19**-1389510926-PARI & Parity A. (12/65)** | 103 | 103 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 |

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 January 31, 2018 Page 2

<b>Date</b>	<u>Description</u>	<u>Tkpr</u>	<b>Hours</b>	<b>Amount</b>	
12/19/17	communications re same. Various client communications re case status and strategy.	JGD	0.50	350.00	

# 19<del>-13895 01926 40 02 020 1901 00 1901</del>

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

\$9,014.10

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES MUMBAI, INDIA **STAMFORD CHICAGO PARSIPPANY HOUSTON BRUSSELS AUSTIN** Sagi Genger Client 025208 Matter 0002 January 31, 2018 Page 3 Total Original Fees for this Matter: \$9,610.11 Less 10% Discount: (\$961.01) Total Fees Due: \$8,649.10 **Other Charges: Process Service** \$365.00 Total Other Charges for this Matter: 365.00

Total this Invoice

# 19**-13895** 0 1926 4 194

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 January 31, 2018 Page 4

<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	Rate	<u>Amount</u>
JGD	Dellaportas, John	10.30	700.00	\$7,210.00
KMA	Allen, Kristina M	2.60	553.50	1,439.10

### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

### **PAYMENT BY WIRE:**

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> February 23, 2018 Invoice No. 2720274

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$32,009.33

Less 10% Discount: (\$3,200.93)

Total Fees Due: \$28,808.40

Disbursements and Other Charges: \$530.91

Total Amount Due: \$29,339.31

Terms: Payment Due on or Before March 25, 2018

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101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### PAYMENT BY WIRE:

# 19-13895 11926 PAR 1881 FIFTH DAY 121/25/1-1950 (ARCA) 121/25/1-1950 (AR

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> February 23, 2018 Invoice No. 2720274

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

Date Description Tkpr Hours Amount

01/04/18 Review of motion to dismiss and client IGD 2 00 \$1,400.00

01/04/18	Review of motion to dismiss and client communications re opposition to same.	JGD	2.00	\$1,400.00
01/05/18	Initial research of service and residence issues in response to motion to dismiss (2.5); client communications re same (0.5).	JGD	3.00	2,100.00
01/05/18	Review and analyze motion to dismiss and supporting papers	KMA	1.10	608.85
01/08/18	Receipt of court order and client communications re same.	JGD	0.50	350.00
01/10/18	Review motion to dismiss and court order in preparation for strategy meeting with J. Dellaportas (0.4); strategy meeting with J. Dellaportas to discuss opposition to motion to dismiss (0.4).	KMA	0.80	442.80
01/11/18	Review and analyze case law in support of opposition brief	KMA	5.20	2,878.20
01/16/18	Review and analyze case law on personal jurisdiction (1.4); draft motion to dismiss opposition (2.5).	KMA	3.90	2,158.65
01/17/18	Further research and drafting of opposition to motion to dismiss; review of drafts from	JGD	7.50	5,250.00

# 19**-1389501926-PARIC CONTROL OF THE PARIC CONTROL OF THE PARIC PAR**

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 February 23, 2018 Page 2

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	Amount
01/17/18	Kristina Allen re same. Review and analyze case law in support of opposition to motion to dismiss (0.5); draft notice of cross motion for an order authorizing an alternative method of service (0.1); draft Dellaportas declaration in support of opposition (1.0).	KMA	1.60	885.60
01/18/18	Completion and submission of opposition to motion to dismiss.	JGD	4.50	3,150.00
01/18/18	Review and analyze case law in support of opposition papers	KMA	2.10	1,162.35
01/19/18	Review of new Court order and client communications re same.	JGD	0.50	350.00
01/22/18	Review of order of reference and further client communications re same.	JGD	0.30	210.00
01/25/18	Preparation and submission of letter motion for additional time for supplemental service in light of order of reference (1.0); client communications re same (0.5).	JGD	1.50	1,050.00
01/25/18	Review and analyze Orly reply memorandum in support of motion to dismiss	KMA	0.60	332.10
01/26/18	Review of Orly reply on motion to dismiss raising new smj argument and client communications re same.	JGD	2.00	1,400.00
01/26/18	Conference with John Dellaportas.	WCP	0.20	103.50
	Legal research re Orly's new subject matter jurisdiction argument.	JGD	1.50	1,050.00
01/29/18	Review and analyze case law relating to new	KMA	1.10	608.85

# 19**-1389501926-PARIC CONTROL OF THE PARIC CONTROL O**

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
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AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 February 23, 2018 Page 3

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<b>Hours</b>	Amount
01/29/18	arguments presented on reply Research real property records and conference with John Dellaportas regarding same and related issues.	WCP	1.00	517.50
01/31/18	Preparation and service of letter motion to strike new argument (2.0); legal research re same (1.5); client communications re same (0.5).	JGD	4.00	2,800.00

# 19-13895 11926 47416 (1973) 1981 4 Filter 1986 (1974)

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

\$29,339.31

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES MUMBAI, INDIA **STAMFORD CHICAGO PARSIPPANY HOUSTON BRUSSELS AUSTIN** Sagi Genger Client 025208 Matter 0002 February 23, 2018 Page 4 Total Original Fees for this Matter: \$32,009.33 Less 10% Discount: (\$3,200.93)Total Fees Due: \$28,808.40 **Other Charges:** Duplication \$21.20 Courier 19.71 **Process Service** 365.00 **Professional Fees** 125.00 Total Other Charges for this Matter: 530.91

Total this Invoice

# 19**-13895** 0 1926 4 194

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
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NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 February 23, 2018 Page 5

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	27.30	700.00	\$19,110.00
KMA	Allen, Kristina M	16.40	553.50	9,077.40
WCP	Petit, William C	1.20	517.50	621.00

### **PAYMENT BY CHECK:**

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NEW YORK, NEW YORK 10178
(212) 808-7800

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FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
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CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> March 14, 2018 Invoice No. 2721633

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$7,021.11

Less 10% Discount: (\$702.11)

Total Fees Due: \$6,319.00

Disbursements and Other Charges: \$145.60

Total Amount Due: \$6,464.60

Terms: Payment Due on or Before April 13, 2018

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FEDERAL ID NO. 13-5335107

AFFILIATE OFFICE:

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AUSTIN

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Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> March 14, 2018 Invoice No. 2721633

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

Date Description Tkpr Hours Amount

02/01/18 Reply in further support of cross-motion for JGD 4.00 \$2,840.00

02/01/18	Reply in further support of cross-motion for alternative/extended service.	JGD	4.00	\$2,840.00
02/05/18	Initial review of Orly response to motion to strike (0.3); client communications re same	JGD	0.60	426.00
	(0.3).			
02/06/18	Preparation of reply brief in further support of motion to strike improper subject matter jurisdiction argument (2.4); client communications and revisions (0.3); completion and submission (0.3).	JGD	3.00	2,130.00
02/21/18	Client communications re discovery of new	JGD	0.30	213.00
02/21/10	address for plaintiff.	JOD	0.50	213.00
02/25/18	Series of communications with client and co-counsel re service of process issue (0.5);	JGD	1.00	710.00
	follow-up communications with MA's office			
	re new Hague Convention service on Monday			
	(0.5).			

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

145.60

\$6,464.60

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES **STAMFORD** MUMBAI, INDIA **CHICAGO PARSIPPANY HOUSTON BRUSSELS AUSTIN** Sagi Genger Client 025208 Matter 0002 March 14, 2018 Page 2 Total Original Fees for this Matter: \$7,021.11 Less 10% Discount: (\$702.11) Total Fees Due: \$6,319.00 **Other Charges:** Postage \$23.66 Duplication 85.40 Courier 20.70 Local Travel 11.00 4.84 Binding

Total Other Charges for this Matter:

Total this Invoice

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
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AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 March 14, 2018 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	8.90	710.00	\$6,319.00

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FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
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CHICAGO PARSIPPANY HOUSTON BRUSSELS

**AUSTIN** 

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> April 27, 2018 Invoice No. 2725532

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$4,102.22

Less 10% Discount: (\$410.22)

Total Fees Due: \$3,692.00

Disbursements and Other Charges: \$0.00

Total Amount Due: <u>\$3,692.00</u>

Terms: Payment Due on or Before May 27, 2018

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ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### PAYMENT BY WIRE:

# 19-13895 01926 47616 8973 11991 4F1144 1199 (12/165) 1194 1195 (17/165)

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS
AUSTIN

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> April 27, 2018 Invoice No. 2725532

Client 025208

Matter 0002 2014 Promise Litigation

preparation for same (0.5).

Attorney:	07205				Page 1
<b>Date</b>	<b>Description</b>	<u>Tkpr</u>	<u>Hours</u>	<b>Amount</b>	
03/05/18	Series of communications with MA's Office and client re update on Hague Convention service on Orly.	JGD	0.50	\$355.00	
03/07/18	Client communications re development in location of Orly's Tel Aviv address (0.3); review of evidence re same (0.2).	JGD	0.50	355.00	
03/16/18	Review of Amended Complaint e-filed by Dalia Genger (0.4); report to client re same (0.3).	JGD	0.70	497.00	
03/30/18	Preparation and filing of answer to amended complaint (1.0); meeting with client in	JGD	1.50	1,065.00	

# 19<del>-138951092649466693109214940666931091494666956</del>0 Exbibit 59 Pg 54 of 103

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES
CHICAGO
PARSIPPANY
HOUSTON
BRUSSELS
AUSTIN

NEW YORK
STAMFORD
MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 April 27, 2018 Page 2

Total Original Fees for this Matter:	\$4,102.22
Less 10% Discount:	\$410.22

Total Fees Due: \$3,692.00

Total For This Matter: \$3,692.00 Total this Invoice \$3,692.00

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 April 27, 2018 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	5.20	710.00	\$3,692.00

### **PAYMENT BY CHECK:**

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NEW YORK, NEW YORK 10178
(212) 808-7800

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WASHINGTONNEW YORKAFFILIATE OFFICE:LOS ANGELESSTAMFORDMUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> May 25, 2018 Invoice No. 2728259

FEDERAL ID NO. 13-5335107

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$3,944.44

Less 10% Discount: (\$394.44)

Total Fees Due: \$3,550.00

Disbursements and Other Charges: \$0.00

Total Amount Due: \$3,550.00

Terms: Payment Due on or Before June 24, 2018

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FEDERAL ID NO. 13-5335107

WASHINGTON	NEW YORK	AFFILIATE OFFICE:
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CHICAGO	PARSIPPANY	
HOUSTON	BRUSSELS	

Sagi Genger Attn: Sagi Genger President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> May 25, 2018 Invoice No. 2728259

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1

<b>Date</b>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	Amount
04/03/18	Client update re case.	JGD	0.20	\$142.00
04/16/18	Series of communications with opposing counsel re Orly's allegedly proper address (0.5); negotiations over substitute service (0.5); research re Tel Aviv address system; series of client communications and communications with Israeli counsel re same (0.4).	JGD	1.40	994.00
04/17/18	Further research re Orly's claim of mis-address (0.5); series of communications with Israeli FedEx and Israeli counsel re same (0.5); client conference re strategy in light of same (0.5).	JGD	1.50	1,065.00
04/19/18	Negotiations with Orly's counsel for substitute service (0.3); client conference re same (0.3); review of and revisions to draft joint letter to Court re same (0.4).	JGD	1.00	710.00
04/20/18	Substitute service.	JGD	0.50	355.00
04/23/18	Confirmation of Hague Convention substitute service (0.2); client report re same (0.1).	JGD	0.30	213.00
04/25/18	Confirmation of substitute service on Orly.	JGD	0.10	71.00

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

Sagi Genger Client 025208 Matter 0002 May 25, 2018 Page 2

Total Original Fees for this Matter:	\$3,944.44
Less 10% Discount:	\$394.44
Total Fees Due:	\$3,550.00

Total For This Matter: \$3,550.00
Total this Invoice \$3,550.00

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON LOS ANGELES CHICAGO HOUSTON NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 May 25, 2018 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	5.00	710.00	\$3,550.00

### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

### **PAYMENT BY WIRE:**

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> June 29, 2018 Invoice No. 2731286

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$17,434.44

Less 10% Discount: (\$1,743.44)

Total Fees Due: \$15,691.00

Disbursements and Other Charges: \$123.48

Total Amount Due: <u>\$15.814.48</u>

Terms: Payment Due on or Before July 29, 2018

Please Return This Page With Your Payment

PAYMENT BY WIRE OR ACH IS PREFERRED:

BANK: JP MORGAN CHASE, N.A. PAYMENT BY CHECK:

ABA #: 021-000-021 KELLEY DRYE & WARREN LLP

SWIFT CODE: CHASUS33 ATTN: TREASURER'S DEPARTMENT

ACCOUNT NAME: KELLEY DRYE & WARREN LLP 101 PARK AVENUE

ACCOUNT #:135-046110 NEW YORK, NEW YORK 10178

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER (212) 808-7800

AS PAYMENT REFERENCE

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> June 29, 2018 Invoice No. 2731286

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1 Date **Description Tkpr** Hours Amount JGD 0.50 05/01/18 Review of Judge Forrest order withdrawing \$355.00 order of reference (.1); client communications re same (.4). 05/16/18 Initial review of Orly motion to dismiss (1.0); **JGD** 1.40 994.00 client communications re same (0.4). 05/17/18 Review of Dalia motion for summary **JGD** 1.20 852.00 judgment (0.8); client communications re same (0.4). 05/18/18 Initial jurisdictional research in opposition to **JGD** 2.60 1,846.00 motion to dismiss (2.2); client communications re same (0.4). 05/22/18 Additional research re jurisdictional issues for **JGD** 2.10 1,491.00 Orly motion to dismiss. 05/25/18 Further client communications re motion JGD 355.00 0.50 strategy. 05/28/18 Jurisdictional research. 2,840.00 JGD 4.00 05/29/18 Drafting of opposition papers (3.5); client JGD 3.80 2,698.00 communications re same (0.3). 05/30/18 Completion of option to Orly and Dalia **JGD** 6.00 4,260.00 motions.

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES **STAMFORD** MUMBAI, INDIA **CHICAGO PARSIPPANY HOUSTON BRUSSELS** Sagi Genger Client 025208 Matter 0002 June 29, 2018 Page 2 Total Original Fees for this Matter: \$17,434.44 Less 10% Discount: (\$1,743.44)Total Fees Due: \$15,691.00

# **Other Charges:**

Courier	\$49.42
Local Travel	5.50
Meals	43.56
Binding	20.00
Search	5.00

Total Other Charges for this Matter: 123.48

Total this Invoice \$15,814.48

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON LOS ANGELES CHICAGO HOUSTON NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 June 29, 2018 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	22.10	710.00	\$15,691.00

### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

### **PAYMENT BY WIRE:**

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> July 31, 2018 Invoice No. 2734053

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$29,662.22

Less 10% Discount: (\$2,966.22)

Total Fees Due: \$26,696.00

Disbursements and Other Charges: \$23.75

**Total Amount Due:** \$26,719.75

Terms: Payment Due on or Before August 30, 2018

Please Return This Page With Your Payment

PAYMENT BY WIRE OR ACH IS PREFERRED:

BANK: JP MORGAN CHASE, N.A. PAYMENT BY CHECK:

ABA #: 021-000-021 KELLEY DRYE & WARREN LLP

SWIFT CODE: CHASUS33 ATTN: TREASURER'S DEPARTMENT

ACCOUNT NAME: KELLEY DRYE & WARREN LLP 101 PARK AVENUE

ACCOUNT #:135-046110 NEW YORK, NEW YORK 10178

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER (212) 808-7800

AS PAYMENT REFERENCE

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Attn: Sagi Genger President 10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> July 31, 2018 Invoice No. 2734053

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1 **Date Description Tkpr** Hours Amount 06/04/18 Communications with various counsel re JGD 0.60 \$426.00 Orly's adjournment request (0.2); consultation with client re same (0.2); review of letter to Court re same (0.2). 06/05/18 Review of Court's Order seeking additional **JGD** 6 20 4,402.00 jurisdictional briefing (0.4); conference call with client re same (0.8); initial legal research re same (5.0). 06/06/18 Conference call with Israeli counsel re issues **JGD** 1.00 710.00 raised by Orly's motion (0.6); follow-up call with client re same (0.4). 06/06/18 Review of Orly's reply papers in further **JGD** 0.80 568.00 support of motion to dismiss (0.5); conference call with client re same (0.3). 06/07/18 Further series of client communications re **JGD** 0.50 355.00 jurisdictional issues. 06/13/18 Review of Orly's opposition to cross-motion **JGD** 1.50 1,065.00 for summary judgment (1.0); discussions with client re same (.5). 06/18/18 Jurisdictional research for supplemental relief **JGD** 2,840.00 4.00 requested by Court.

# 19**-1389501926-PARIC CONTROL OF THE PARIC CONTROL OF THE PARIC PARIC CONTROL OF THE PARIC CON**

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 July 31, 2018 Page 2

<b>Date</b>	<u>Description</u>	<u>Tkpr</u>	<b>Hours</b>	<b>Amount</b>
06/19/18	Further legal research re jurisdictional issues for Court-ordered supplemental brief.	JGD	6.00	4,260.00
06/20/18	Reply submission in further support of cross-motion for summary judgment (5.0); legal research for same (2.0); client communications re same (1.0).	JGD	8.00	5,680.00
06/21/18	Drafting supplemental brief.	JGD	4.20	2,982.00
06/22/18	Final drafting, revisions to and submission of supplemental jurisdictional brief (4.3); client communications re same (0.5).	JGD	4.80	3,408.00

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

23.75

\$26,719.75

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES MUMBAI, INDIA **STAMFORD CHICAGO PARSIPPANY HOUSTON BRUSSELS** Sagi Genger Client 025208 Matter 0002 July 31, 2018 Page 3 Total Original Fees for this Matter: \$29,662.22 Less 10% Discount: (\$2,966.22) Total Fees Due: \$26,696.00 **Other Charges:** Local Travel \$22.00 Miscellaneous Expense 1.75

Total Other Charges for this Matter:

Total this Invoice

## **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON LOS ANGELES CHICAGO HOUSTON NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 July 31, 2018 Page 4

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	37.60	710.00	\$26,696.00

### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

### **PAYMENT BY WIRE:**

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> August 30, 2018 Invoice No. 2736763

025208 Sagi Genger

0002 2014 Promise Litigation

# **Account Summary and Remittance Form**

Legal Services: \$2,287.78

Less 10% Discount: (\$228.78)

Total Fees Due: \$2,059.00

Disbursements and Other Charges: \$142.00

Total Amount Due: \$2,201.00

Terms: Payment Due on or Before September 29, 2018

Please Return This Page With Your Payment

**PAYMENT BY WIRE OR ACH IS PREFERRED:** 

BANK: JP MORGAN CHASE, N.A. PAYMENT BY CHECK:

ABA #: 021-000-021 KELLEY DRYE & WARREN LLP

SWIFT CODE: CHASUS33 ATTN: TREASURER'S DEPARTMENT

ACCOUNT NAME: KELLEY DRYE & WARREN LLP 101 PARK AVENUE

ACCOUNT #:135-046110 NEW YORK, NEW YORK 10178

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER (212) 808-7800

AS PAYMENT REFERENCE

# 19**-13895** 0 1926 4 1946 4 1951 4 195

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

litigation.

August 30, 2018 Invoice No. 2736763

Client 025208

Matter 0002 2014 Promise Litigation

07/31/18 Follow-up call with client re next steps in

Attorney: 07205

Page 1

Date Description Tkpr Hours Amount

07/30/18 Review of Court's decision on summary judgment (0.5) and series of analytical calls with client re same (1.9).

**JGD** 

0.50

355.00

# 19<del>-138951092649466693109214940669310914946693669</del>0642010159

# **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

\$2,201.00

WASHINGTON **NEW YORK** AFFILIATE OFFICE: LOS ANGELES MUMBAI, INDIA **STAMFORD CHICAGO PARSIPPANY HOUSTON BRUSSELS** Sagi Genger Client 025208 Matter 0002 August 30, 2018 Page 2 Total Original Fees for this Matter: \$2,287.78 Less 10% Discount: (\$228.78)Total Fees Due: \$2,059.00 **Other Charges:** Filing Fee \$142.00 Total Other Charges for this Matter: 142.00

Total this Invoice

# 19<del>-13895 01926 4006 323 01911 4 1911</del>

### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON LOS ANGELES CHICAGO HOUSTON NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 August 30, 2018 Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	2.90	710.00	\$2,059.00

### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

### **PAYMENT BY WIRE:**

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA

CHICAGO PARSIPPANY HOUSTON BRUSSELS

Sagi Genger

Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> August 31, 2018 Invoice No. 2736778

025208 Sagi Genger

0002 2014 Promise Litigation

#### **Account Summary and Remittance Form**

Legal Services: \$18,933.33

Less 10% Discount: (\$1,893.33)

Total Fees Due: \$17,040.00

Disbursements and Other Charges: \$0.00

**Total Amount Due:** \$17.040.00

Terms: Payment Due on or Before September 30, 2018

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**PAYMENT BY WIRE OR ACH IS PREFERRED:** 

BANK: JP MORGAN CHASE, N.A. PAYMENT BY CHECK:

ABA #: 021-000-021 KELLEY DRYE & WARREN LLP

SWIFT CODE: CHASUS33 ATTN: TREASURER'S DEPARTMENT

ACCOUNT NAME: KELLEY DRYE & WARREN LLP 101 PARK AVENUE

ACCOUNT #:135-046110 NEW YORK, NEW YORK 10178

PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER (212) 808-7800

AS PAYMENT REFERENCE

## 19-13895 11926 PAR 1881 FIFTH DAY 121/85/104-1186/1086/1086 121/85/1086 103

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

Sagi Genger Attn: Sagi Genger

President

10031 W. Broadview Drive Bay Harbor Islands, FL 33154

> August 31, 2018 Invoice No. 2736778

Client 025208

Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

Date Description Tkpr Hours Amount

08/07/18 Preparation of proposed form of judgment (2.0) and cover letter to Court explaining same

08/07/18	Preparation of proposed form of judgment (2.0) and cover letter to Court explaining same (1.0); legal research re dismissal standards under FRCP for letter and judgment (1.0); client communications re same (0.5).	JGD	4.50	\$3,195.00
08/08/18	Finalization / submission of letter to court and proposed judgment.	JGD	0.50	355.00
08/09/18	Conference call with counsel to Orly and Dalia re proposed schedule (0.5); review of Court's proposed form of scheduling order (0.2); client consultations afterwards re same (0.4).	JGD	1.10	781.00
08/10/18	Review of proposed judgment e-filed by Dalia Genger (0.2); consultations with clients re same (0.3).	JGD	0.50	355.00
08/10/18	Review of answer to third-party complaint filed by Orly (0.3); client consultations re same (0.2).	JGD	0.50	355.00
08/10/18	Review of letter from Orly's counsel to Court objecting to proposed judgment (0.3); preparation of draft letter responding to same	JGD	1.50	1,065.00

# 19**-1389501926-PARIC CONTROL OF THE PARIC PARIC PRODUCTION OF 19** 75 of 103

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 August 31, 2018 Page 2

<b>Date</b>	<u>Description</u>	<u>Tkpr</u>	<b>Hours</b>	<b>Amount</b>
08/13/18	(0.7); client consultations and revisions to same (0.5).  Review of proposed letter to court and scheduling order following all parties conference (0.3); client consultations re same	JGD	0.90	639.00
08/17/18	(0.2); series of follow-up communications with other counsel re changes to same (0.4). Review of Court's Order directing revisions to proposed form of judgment to add correct interest calculation (0.2); correction and resubmission of same (0.5); client consultations re same (0.2); review of	JGD	1.10	781.00
08/20/18	corrected judgment e-filed by Dalia and client consultations re same (0.2). Review of two judgments entered by Court	JGD	1.90	1,349.00
00/20/10	(.4); series of client consultations re next steps (1.5).	JOD	1.50	1,547.00
08/23/18	Review of notice of appeal and various other docket entries from Second Circuit arising from Orly's appeal (0.5); call from Second Circuit clerk's office re same (0.2); communications with clients re same (0.3); communications with Kristina Allen re needed filings for same (.3),	JGD	1.30	923.00
08/24/18	Review of Court order requesting modified scheduling order (0.2); client consultations re same (0.2).	JGD	0.40	284.00
08/27/18	Letter motion to Court for adjournment of fee	JGD	2.30	1,633.00

#### **KELLEY DRYE & WARREN LLP**

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WASHINGTON NEW YORK
LOS ANGELES STAMFORD
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 August 31, 2018 Page 3

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<b>Hours</b>	<b>Amount</b>
08/28/18	application deadline pending appeal (1.7); review of Orly's opposition to same (0.3); client consultations re same (0.3). Conference call with Dalia's counsel per Court directive (0.4); client consultations re same (0.4); agreement on proposed submission discontinuing remaining claim (0.2).	JGD	1.00	710.00
08/29/18	Review and approval of proposed letter to court and stip of discontinuance.	JGD	0.50	355.00
08/29/18	Notice of Appearance in Second Circuit (0.3); client update re same (0.1).	JGD	0.40	284.00
08/30/18	Preparation of fee application.	JGD	5.00	3,550.00
08/31/18	Review of latest Orly filings in Second Circuit (notice of appearance, Forms C&D) (.5); client consultations re same (0.1).	JGD	0.60	426.00

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON NEW YORK AFFILIATE OFFICE:
LOS ANGELES STAMFORD MUMBAI, INDIA
CHICAGO PARSIPPANY
HOUSTON BRUSSELS

Sagi Genger Client 025208 Matter 0002 August 31, 2018 Page 4

Total Original Fees for this Matter: \$18,933.33

Less 10% Discount: \$1,893.33

Total Fees Due: \$17,040.00

Total For This Matter: \$17,040.00 Total this Invoice \$17,040.00

#### **KELLEY DRYE & WARREN LLP**

FEDERAL ID NO. 13-5335107

WASHINGTON LOS ANGELES CHICAGO HOUSTON NEW YORK STAMFORD PARSIPPANY BRUSSELS AFFILIATE OFFICE: MUMBAI, INDIA

Sagi Genger Client 025208 Matter 0002 August 31, 2018 Page 5

<u>Tkpr</u>	<u>Timekeeper</u>	<b>Hours</b>	Rate	<b>Amount</b>
JGD	Dellaportas, John	24.00	710.00	\$17,040.00

#### **PAYMENT BY CHECK:**

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

#### **PAYMENT BY WIRE:**

JP MORGAN CHASE, N.A.

ABA #:021-000-021

SWIFT CODE: CHASUS33

ACCOUNT NAME:KELLEY DRYE & WARREN LLP

ACCOUNT #:135-046110

PLEASE INDICATE CLIENT, MATTER AND

INVOICE NUMBER AS PAYMENT REFERENCE





## JOHN DELLAPORTAS

Partner

jdellaportas@kelleydrye.com

New York

Tel: (212) 808-5000 Fax: (212) 808-7897

I am 100% client-focused.

#### **ABOUT**

John Dellaportas is co-chair of Kelley Drye's Securities Litigation and Enforcement Practice. With more than two decades experience representing clients in high-stakes commercial and securities litigations and arbitrations, John thrives under the challenge of achieving the right results for his clients and has successfully done so throughout his career.

John aggressively defends clients in shareholder class actions, and in civil enforcement actions and investigations brought by the Securities and Exchange Commission (SEC). John also handles cases involving mergers and acquisitions, government contracts, commercial real estate and intellectual property matters. He is also lead counsel to government contractors on major procurement disputes and bid protests, and serves as an arbitrator and court-appointed fiduciary in financial services and real estate proceedings.

Notably, in 2012, John served as lead trial counsel to Bruce Bent, co-inventor of the money market fund, and his son Bruce Bent II, in an SEC civil action. Following a month-long trial, a Manhattan federal jury rendered a unanimous verdict in favor of the Bents, clearing them of all SEC Rule 10b-5 and other securities fraud charges. That courtroom victory earned John "Litigator of the Week" honors from *The Am Law Litigation Daily* in November 2012, and "Litigator in the Spotlight" recognition by *The American Lawyer* in January 2013. John's closing statement was featured in the November 7, 2012 issue of *The Wall Street Journal*.

A frequent writer and lecturer on securities law topics, John most recently authored chapters on the Investment Advisers Act of 1940 and the Trust Indenture Act of 1939 for the Thomson Reuters treatise *Securities Crimes*, 2nd Edition. In 2009, he was a featured presenter at AsiaLaw's 4th Annual Dispute Resolution Summit in Singapore, where he spoke on "Dispute Resolution in a Financial Crisis."

#### COMMUNITY ACTIVITIES

Battery Park City Homeowners Coalition, Inc., president, 2016–present

Liberty House Condominium, Board of Managers, president, 2013-present

Stop the Chop NYNJ, Inc., president 2015-present

#### **EXPERIENCE**

Appointed by U.S. District Judge Kimba Wood to serve as corporate receiver for a failed broker-dealer firm, on recommendation by the Commodity Futures Trading Commission (CFTC).

Appointed by the New York City Bar Association to serve as chair of a three-member arbitration tribunal overseeing a \$20 million commercial real estate dispute.

Lead counsel to the Reserve Primary Fund's senior management in a billion-dollar shareholder class action brought after a \$62 billion money market fund "broke the buck." He negotiated a successful class settlement approved by U.S. District Judge Paul Gardephe.

Co-lead trial counsel to a telecommunications infrastructure manufacturer, Rohn Industries, in a Delaware litigation over an asset purchase agreement. He won a \$20 million judgment after a bench trial and the successful appeal to the Delaware Supreme Court.

Co-lead trial counsel to a leading manufacturer of chemical road deicers, Sears Ecological Applications Co., in patent litigation and Patent and Trademark Office (PTO) proceedings. He obtained a favorable jury verdict on all infringement, invalidity, inequitable conduct and trade secrets counts.

Lead counsel to a Daewoo affiliate in confirmation and attachment proceedings relating to an American Arbitration Association (AAA) proceeding. He successfully obtained confirmation of a \$17 million award.

Co-lead trial counsel to a Samsung affiliate in a week-long International Chamber of Commerce (ICC) arbitration. He obtained an award for the client defeating a \$10 million claim.

Lead trial counsel for a major transit bus manufacturer, New Flyer of America (fka NABI), on government contract and related procurement matters. He litigated successful bid protests overturning two losing awards from local transit agencies, each protest resulting in a contract award to NABI worth more than \$100 million.

Lead counsel to the Reserve International Liquidity Fund and its senior management in a federal interpleader action over the liquidation of a \$4 billion offshore investment fund. He successfully negotiated a global settlement spanning five different iurisdictions.

Lead trial counsel to major wholesale grocer in AAA arbitration. He obtained an award for the client defeating an \$8 million claim.

#### **HONORS**

Named "Litigator in the Spotlight" by The American Lawyer, January 2013.

Named "Litigator of the Week" by The Am Law Litigation Daily, November 2012.

#### **MEMBERSHIPS**

Hellenic-American Association for Professionals in Finance (HABA)

Association of the Bar of the City of New York, Securities Litigation Committee

Association of the Bar of the City of New York, Transportation Law Committee chair, 2010–2013

# 19-13895101924-17403-1838-17403-1740

Securities Industry and Financial Markets Association (SIFMA)

Security Traders Association of New York, Inc. (STANY)

#### **EDUCATION**

Columbia Law School, J.D., 1994 Yale University, B.A., 1991, Economics

#### **BAR ADMISSIONS**

New York

#### **COURTS**

U.S. District Courts-Southern, Eastern and Northern Districts of New York

U.S. Court of Appeals–Second, Fifth, Tenth and Federal Circuits





# KRISTINA M. ALLEN Senior Associate

kallen@kelleydrye.com

New York

Tel: (212) 808-5197 Fax: (212) 808-7897

I am committed to exceeding the expectations of everyone around me, including clients and colleagues alike.

#### **ABOUT**

Kristina Allen's broad litigation experience includes representing clients in complex contract disputes, fraud, trade secret misappropriation, securities and government investigations, among other claims. Kristina's wide-ranging practice ranges from U.S. to international companies from a variety of industries, such as financial services, health care and information technology, to name only a few.

Kristina has served on client teams with cases that range from millions to hundreds of millions of dollars at stake. Organized, responsive and a skilled writer, Kristina's attention to detail supports her highly-developed case management abilities.

A valued team player, Kristina is appreciated for her willingness to go above and beyond in the pursuit of the right result for the clients she serves. A dedicated professional who thrives in the face of challenge, Kristina continuously strives to build strong relationships with clients and colleagues alike.

#### **EXPERIENCE**

Commercial and Financial Services Litigation

Member of a litigation team that represented a leading Indian consulting firm in a federal court litigation alleging trade secret misappropriation.

Lead associate conducting and managing third-party discovery in a multi-million dollar breach of contract and fraud action involving residential mortgage-backed securities against a major financial institution.

Member of the litigation team that represented a national chemical company in a complex breach of contract dispute in, federal court. After extensive discovery, motion practice and mediation, successfully negotiated a settlement.

Served as national coordinating counsel for a Fortune 50 transportation company, conducting and managing discovery for several

matters around the country.

Pro Bono

Successfully represented clients seeking political asylum in the United States.

Successfully represented an intellectually disabled death row inmate in obtaining a sentencing change.

#### **MEMBERSHIPS**

Urban League of Southern Connecticut, board of directors

New York State Bar Association

Association of the Bar of the City of New York

#### **EDUCATION**

Fordham University School of Law, J.D., 2010, Fordham International Law Journal, staff member; New York City Bar Diversity; Fellow Gerald C. Durr Fellow University of Connecticut, B.S., 2007, Dean's List

#### **BAR ADMISSIONS**

New York, 2011

#### **COURTS**

U.S. District Court-Southern and Eastern Districts of New York

U.S. District Court-Western District of Wisconsin





## WILLIAM C. PETIT

Partner

wpetit@kelleydrye.com

Houston

Tel: (713) 355-5023 Fax: (713) 355-5001

I am personally committed to my clients and their success, and genuinely care about the quality and utility of the advice I give and the relationships I cultivate.

#### **ABOUT**

Will Petit represents clients in the litigation and trial of environmental, commercial and general civil matters. He also provides practical, cost-effective legal advice on general business and environmental matters designed to help his clients address their current and future legal and business needs. To deliver consistently proactive legal counsel, Will draws upon his understanding of contract, commercial and environmental law; his ability to prioritize and assess risk; his experience in resolving legal conflict, including in litigation and through trial; and his familiarity with his clients' business objectives.

Will represents clients on both sides of the docket and in a variety of contexts. He has counseled public entity and industry clients in several high-profile environmental contamination cases. In those cases, Will has pursued and defended claims involving property damages, tort damages, remediation, allocation, cost recovery and natural resource damages under state and federal statutes and the common law.

At the same time, Will has devoted a significant portion of his practice to the representation of energy, real estate, transportation and manufacturing clients in commercial and general civil litigation. He has handled lawsuits involving real estate transactions, commercial contracts, eminent domain, oil and gas matters, partnership disputes, wrongful discharge and employment discrimination, trade secrets, non-compete agreements and other business-related torts.

Over the last few years in particular, Will's practice has expanded to include advising businesses and other organizations faced with a broad range of challenges. These matters include general business, contract drafting and regulatory matters, such as environmental permitting, responding to administrative enforcement actions and workplace safety issues. Will also serves as outside general counsel to a manufacturing and transportation industry client.

A *Super Lawyers* and Texas Tech "Rising Star," Will is invested in his clients and the legal counsel he provides. A testament to his dedication, many of Will's clients have stayed with him over years of practice, and consistently ask him to handle a broader range of their legal needs. Organized, prepared, responsive and trustworthy, Will's innate skill as a people-person allows him to streamline communication and identify not only what is important to his clients, but also to opposing counsel and their clients—a

skill that often leads to efficient and favorable outcomes for his clients. However, when settlement is not an option, Will is prepared and ready to go to trial to achieve the results that his clients deserve.

#### COMMUNITY ACTIVITIES

CCA, Central Houston Chapter, board member, 2011-present

Trotter Family YMCA, board member, 2012-2016

#### **EXPERIENCE**

#### Environmental

Representing a U.S. state, as part of a trial team serving as special counsel to the attorney general, in pursuing remediation costs, natural resource assessment costs and damages, and other damages associated with the contamination of the Passaic River and Newark Bay.

Representing a U.S. territory, as part of a trial team serving as special counsel to the Department of Justice, in pursuing costs and damages associated with the island-wide contamination of groundwater resulting from MTBE.

Representing a ready-mix concrete company in various regulatory matters, including in a contested administrative trial regarding the client's pursuit of an air permit.

Representing a publicly traded oilfield services company in response to a Notice of Citizen's Suit under the Resource Conservation and Recovery Act (RCRA) and the Clean Water Act (CWA).

Representing landowners and businesses in response to various enforcement actions brought by local (e.g., Harris County, Texas), state (e.g., the Texas Commission on Environmental Quality (TCEQ)), and federal (the U.S. Environmental Protection Agency (US EPA)) regulatory agencies.

Representing a Class I railroad in various cost recovery matters under state and federal statutes and the common law in connection with the remediation of contaminated sites located in Texas.

Representing the Galveston Bay Foundation in connection with the removal and remedial actions underway at the San Jacinto River Waste Pits Superfund Site in Harris County, Texas.

Business, Commercial and General Civil Litigation

Representing a limited partner involved in a real estate development who was sued for breach of fiduciary duty, among other claims, resulting in a defense jury verdict in favor of the client after a two-week trial.

Representing various landowners in eminent domain matters, including serving as trial counsel in a condemnation lawsuit resulting in a multimillion-dollar jury verdict in favor of the client.

Representing the largest private port in Texas in a dispute arising from an allision in the port, resulting in the recovery of all damages, costs and fees suffered by the port before a lawsuit was even filed.

Representing an exploration and production company against a former independent contractor who sued under quantum merit, promissory estoppel, fraud and trade secret misappropriation theories resulting in dismissal of the lawsuit on summary judgment.

Representing a real estate brokerage firm and its listing agent against a property owner who sued under DTPA, fraud and negligent misrepresentation theories resulting in a complete defense verdict following a bench trial.

Representing a commercial landlord against a tenant who sued for breach of lease and injunctive relief, resulting in a favorable settlement after the denial of a temporary injunction.

Representing a commercial property owner asserting claims for trespass and injunctive relief against a neighboring high-rise, resulting in equitable relief followed by a favorable settlement.

Representing an oil and gas company in a dispute against an operator and other interest owners concerning interests in—and title to—produced oil and gas, resulting in an assignment of all interests to the client as part of a settlement.

#### **HONORS**

Will was recognized as a 2018 Law360 Rising Star in Environmental Law.

He was named a Texas "Rising Star" in 2010 for General Litigation and 2013–2018 for Environmental Litigation by Thomson Reuters for Texas Super Lawyers.

Will was recognized on Benchmark Litigation's Under 40 Hotlist in 2017 and 2018.

Will received the Rising Star Award in 2014 from the Texas Tech Law School Alumni Association.

#### **MEMBERSHIPS**

The Institute for Energy Law, advisory board member, 2017

Texas Aggregates and Concrete Association, allied member, 2015-present

Texas Tech Law Review Emeritus Editors Advisory Board, member, 2015-present

Houston Young Lawyers Foundation, fellow

Houston Young Lawyers Association, member

Houston Bar Association, Environmental Law and Litigation Sections, member

State Bar of Texas, Environmental Law and Litigation Sections, member

American Bar Association, Energy & Resources Section, member

#### **EDUCATION**

Texas Tech University School of Law, J.D., 2005, summa cum laude, Order of the Coif; Board of Barristers; Texas Tech Law Review, editor in chief

University of Colorado-Boulder, B.A., 2001, Spanish

#### BAR ADMISSIONS

Texas

#### **COURTS**

Various Federal Courts

#### **LANGUAGES**

Spanish

**E.M.T (Israel)**21 Unitzman St. Mail Address P.O.BOX 25392 Tel-Aviv 6125302 Tel: ++972 3 6999 001 Fax: ++972 3 699 8865 E-mail: account@emt.co.il

### **Invoice**

Date	Invoice #
Feb 22, 2018	224515

Bill to:

To: Mr. Noam Schreiber Zell & Co. Law Firm Jerusalem, ISRAEL Tel.: +972-2-633-6300 Fax: +972-2-672-1767 schreiber.noam@gmail.com

Case # Terms Due Date Feb 22, 2018 **PAID** Genger

**Description QTY Amount** Rate (NIS) 4600 Investigations 1 4600

Expenses include

Sub Total 4600.00 **VAT 17%** 782.00 Total 5382.00 **PAID by AMEX** -5382.00

0.00 **Total due (NIS)** ש"ח

Thank you for letting us be of service.

E&CE

# EXHIBIT G

Filed 08/17/18 Page 1 of 2 Case 1:17-cv-08181-KBF Document 111 Filed 08/17/18 Page 1 of 2

3 PGS

2018150354

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DALIA GENGER.

Plaintiff.

Index No. 1:17cv8181

SAGI GENGER,

Defendant/Third-Party Plaintiff,

٧.

٧.

ORLY GENGER,

JUDGMENT IN

THIRD-PARTY ACTION

Third-Party Defendant.

WHEREAS the above-captioned third-party action having come before this Court, and the matter having come before the Honorable Katherine B. Forrest, United States District Judge, and the Court, on July 27, 2018, having rendered its Opinion & Order denying third-party defendant's Orly Genger's ("Orly") motion to dismiss and granting defendant/third-party plaintiff Sagi Genger's ("Sagi") cross-motion for partial summary judgment, it is hereby

#### ORDERED, ADJUDGED, DECLARED AND DECREED:

- 1. That, for the reasons stated in the Opinion & Order dated July 27, 2018, Orly's motion to dismiss is denied; Sagi's cross-motion for partial summary judgment is granted; the balance of Sagi's First Amended Third-Party Complaint is dismissed without prejudice pursuant to Fed. R. Civ. P. 41(a)(2); and the third-party action is closed.
- 2. That, on Sagi's First Cause of Action for Breach of Contract, for the reasons stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional it

Case 1:17-cv-08181-KBF Filed 08/17/18 Page 2 of 2 Case 1:17-cv-08181-KBF Document 111 Filed 08/17/18 Page 2 of 2

costs in connection with this action, in an amount to be determined.

3. That, on Sagi's Second Cause of Action for Promissory Estoppel, for the reasons

stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor

of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of

\$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of

this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

costs in connection with this action, in an amount to be determined.

4. That, on Sagi's Third Cause of Action for Declaratory Judgment, for the reasons

stated in the Opinion & Order dated July 27, 2018, the Court declares that Orly must indemnity

Sagi for 50% of Dalia's \$6,000,000 payment demand, plus statutory interest in the amount of

\$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of

this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

costs in connection with this action, in an amount to be determined.

5. The amounts set forth in paragraphs 2, 3 and 4 above are not cumulative.

Pursuant to Fed. R. Civ. P. 54(d)(2), any motion for attorney's fees shall be made 6.

no later than 14 days following the entry of this Judgment.

Dated:

York, New York

SO ORDERED.

KATHERINÉ B. FORREST

United States District Judge

#### **AFFIDAVIT**

STATE OF NEW YORK

) ss.:

COUNTY OF NEW YORK

) 55 1

JOHN DELLAPORTAS, being duly sworn, deposes and says:

1. I am an attorney admitted to practice law in the State of New York, and counsel to the Judgment Creditor, Sagi Genger, in the action styled *Genger v. Genger*, Index No. 1:17cv8181, which is pending before the U.S. District Court for the Southern District of New York. I respectfully submit this affidavit pursuant to the Texas Uniform Enforcement of Judgments Act, Civil Practice and Remedies Code section 35.001 *et seq.* in order to register the Judgment Creditor's Judgment against the Judgment Debtor, Orly Genger, in the amount of \$3,219,698 with the Clerk of Travis County, Texas.

2. The current post officer address of the Judgment Creditor is Sagi Genger, 751 Weed Street, New Canaan, CT 06840. The last known address of the Judgment Debtor is Orly Genger, Rokah Shim'on St., 35 Tel Aviv, Israel 65148.

JOHN DELLAPORTAS

Sworn to me this 12th day of September, 2018

Notary Public

RETURN:

KELLEY DRYE & WARREN LLP 101 PARK AVENUE ATTN: PAUL OSTENSEN NEW YORK NY 10178

Peter Eric Bogdanich
Notary Public, State of New York
No. 01BO6366981
Qualified in Nassau County
Commission Expires November 13, 2021

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sep 21, 2018 03:14 PM

2018150354

ALONZOM: \$34.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Rich thing rep ph add ins

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

# EXHIBIT H

Invoice No.: 4502528

File No. : 171552.010100 Bill Date : June 5, 2017

Sagi Genger 10031 West Broadview Dr. Bay Harbor Island, FL 33154

#### **INVOICE**

Re: Genger Litigation

Legal Services through May 31, 2017:

Sotz Fees \$ 7,703.50

Oth C. dits Applied: \$ (71.00)

**Current Invoice:** \$ 7,632.50

Invoice No.: 4532620

File No. : 171552.010100 Bill Date : July 10, 2017

Sagi Genger 10031 West Broadview Dr. Bay Harbor Island, FL 33154

**INVOICE** 

Re: Genger Litigation

Legal Services through June 30, 2017:

Sota Fees \$ 22,765.50

Expenses:

Other Charges Information and Research 4.00 856.76

Total Expenses:

\$

860.76

Current Invoice:

\$

23,626.26

CBC:HR

Tax ID: 13-3613083

Invoice No.: 4552580

File No. : 171552.010100 Bill Date : August 3, 2017

Sagi Genger 10031 West Broadview Dr. Bay Harbor Island, FL 33154

#### **INVOICE**

Re: Genger Litigation

Legal Services through July 31, 2017:

ota Fees \$ 28,884.50

Expenses:

Filing Fees
Local Travel (Cabs, Car Service)
Overtime Expenses
45.00
11.30

Other Charges
Information and Research
32.00
407.32

Total Expenses: \$ 495.62

Current Invoice: \$ 29,380.12

Pre jous Balance (see attached statement): \$ 23,626.26

Total Amount Due: \$ 53,006.38

CBC:HR

Tax ID: 13-3613083

Invoice No.: 4861628

File No. : 171552.010100 Bill Date : September 10, 2018

Sagi Genger 752 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through August 31, 2018:

tal Fees: \$ 437.50

1. nt Invoice: \$ 437.50

Previous Ba. nce attached statement): \$ 2,349.50

Total Amount Due: \$ 2,787.00



Invoice No.: 4984693

File No. : 171552.010100 Bill Date : February 7, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through January 31, 2019:

Total Fees: \$ 18,998.00

Other Credits Applied: \$ (5,511.50)

**Current Invoice:** \$ 13,486.50



Invoice No.: 5004962

File No. : 171552.010100 Bill Date : March 5, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through February 28, 2019:

Total Fees: \$ 4,231.50

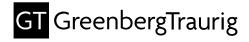
Expenses:

Court Fees 270.00

Total Expenses: \$ 270.00

Other Credits Applied: \$ (3,513.50)

Current Invoice: \$ 988.00



Invoice No.: 5036208

File No. : 171552.010100 Bill Date : April 8, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through March 31, 2019:

Total Fees: \$ 560.00

Current Invoice: \$ 560.00

Previous Balance (see attached statement): \$ 988.00

Total Amount Due: \$ 1,548.00

# $19-13\underline{695} + \underline{100} + \underline{100$



Invoice No.: 5056715

File No. : 171552.010100 Bill Date : May 7, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through April 30, 2019:

Total Fees: \$ 2,142.00

Other Credits Applied: \$ (2.00)

Current Invoice: \$ 2,140.00



Invoice No.: 5093258

File No. : 171552.010100 Bill Date : June 10, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through May 31, 2019:

Total Fees: \$ 15,575.00

**Current Invoice:** \$ 15,575.00

Previous Balance (see attached statement): \$ 2,140.00

Total Amount Due: \$ 17,715.00

# 19-1**38**9<u>Foilo269FAHGP14Filiment-D64**D**16FIliment-D64**D**16FIliment-D64**D**16FILIMENT-D64**D</u>**



Invoice No.: 5115161

File No. : 171552.010100 Bill Date : July 11, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

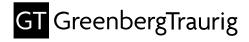
Legal Services through June 30, 2019:

Total Fees: \$ 4,021.50

Current Invoice: \$ 4,021.50

Previous Balance (see attached statement): \$ 115.00

Total Amount Due: \$ 4,136.50



Invoice No.: 5130276

File No. : 171552.010100 Bill Date : August 2, 2019

Sagi Genger 751 Weed Street New Canaaan, CT 06840 sagigenger@aol.com

#### **INVOICE**

Re: Genger Litigation

Legal Services through July 31, 2019:

Total Fees: \$ 5,190.50

Current Invoice: \$ 5,190.50

Previous Balance (see attached statement): \$ 4,136.50

Total Amount Due: \$ 9,327.00